

IN THE MATTER OF
SANGWON JUNG, D.C.

Respondent

License Number: S02086

* BEFORE THE
* MARYLAND STATE
* BOARD OF CHIROPRACTIC
* EXAMINERS
* Case Number: 17-32C

* * * * *

CONSENT ORDER

PROCEDURAL BACKGROUND

On December 26, 2018, the Maryland State Board of Chiropractic Examiners (the "Board") charged **SANGWON JUNG, D.C.** (the "Respondent"), License Number S02086, with violating the Maryland Chiropractic Act (the "Act"), Md. Code Ann., Health Occ. ("Health Occ.") §§ 3-101 *et seq.* (2014 Repl. Vol.) and Md. Code Regs. ("COMAR") 10.43.13.01 *et seq.*

Specifically, the Board charged the Respondent with violating the following provisions of the Act under Health Occ. § 3-313:

Subject to the hearing provisions of § 3-315 of this subtitle, the Board may . . . reprimand any licensee, place any licensee on probation, with or without conditions, or suspend or revoke a license, or any combination thereof, if the . . . licensee:

- (2) Fraudulently or deceptively uses a license;
- (8) Is unethical in the conduct of the practice of chiropractic;
- (12) Makes or files a false report or record in the practice of chiropractic;

- (18) Practices chiropractic with an unauthorized person or supervises or aids an unauthorized person in the practice of chiropractic;
- (19) Violates any rule or regulation adopted by the Board;
- (20) Behaves immorally in the practice of chiropractic;
- (21) Commits an act of unprofessional conduct in the practice of chiropractic; [and/or]
- (28) Violates any provision of this title[.]

The Board charged the Respondent with violating the following COMAR provisions:

COMAR 10.43.13 CODE OF ETHICS

.03 STANDARDS OF PRACTICE

- A. A chiropractor and chiropractic assistant shall concern themselves primarily with the welfare of the patient.
- C. A chiropractor and chiropractic assistant shall:
 - (1) Use professional discretion and integrity in relationships with a member of the health care community;
 - (2) Be professional in conduct, with honesty, integrity, self-respect, and fairness[.]
- D. A chiropractor or chiropractic assistant may not:
 - (1) Misrepresent credentials, qualifications, or affiliations and shall attempt to correct others who misrepresent the chiropractor's or the chiropractic assistant's credentials, qualifications, or affiliations;

- (2) Knowingly engage in or condone behavior that is fraudulent, dishonest, or deceitful, or involves moral turpitude; [and]
- (7) Aid or abet any individual violating or attempting to violate any provision of law or regulation.

On February 14, 2019, the Board convened a Case Resolution Conference ("CRC") in this matter. Pursuant to negotiations occurring at the CRC, the Respondent agreed to enter into this Consent Order, consisting of Procedural Background, Findings of Fact, Conclusions of Law, Order, Consent and Notary.

FINDINGS OF FACT

The Board makes the following Findings of Fact:

1. At all times relevant hereto, the Respondent was and is licensed to practice chiropractic in the State of Maryland. The Respondent was initially licensed to practice chiropractic in Maryland on February 14, 2002, under License Number S02086. The Respondent's chiropractic license is active through September 1, 2019.

2. At all times relevant hereto, the Respondent owned and operated *Sang's Spine and Rehab Center, Inc.*, a chiropractic practice (the "Practice") with locations in Bethesda and Columbia, Maryland.

3. At all times relevant hereto, the Respondent was not authorized by the Board to supervise the Complainant (see ¶ 4, *infra*)¹ as an interim chiropractic assistant or in any other capacity.

4. The Board initiated an investigation of the Respondent after reviewing a

¹ For confidentiality and privacy reasons, the names of the complainant, patients, chiropractic staff or other individuals referenced in this document will not be identified. The Respondent is aware of the identities of all individuals/entities referenced herein.

written complaint, received on or about October 23, 2017, from a recently licensed chiropractor (the "Complainant"). The Complainant alleged that while his application for chiropractic licensure was pending before the Board, the Respondent hired him to work at the Practice and directed him to provide chiropractic treatment to patients. The Complainant stated that he worked at the Practice on nine dates in August 2017, during which time he recognized that he was practicing chiropractic without a license and resigned as a result.

5. The Board's investigation determined that the Respondent practiced chiropractic with one or more unauthorized persons or supervised or aided one or more unauthorized persons in the practice of chiropractic, and otherwise violated the Act and COMAR when he permitted the Complainant and/or one other individual ("Individual A"), who were not licensed at that time to practice chiropractic, to provide chiropractic treatment to patients at his Practice. The Respondent submitted billings for payment for chiropractic treatment that was not performed by licensed chiropractors.

6. The Complainant reported that after he received his degree in chiropractic in or around March 2017, he contacted the Practice to enquire about employment there. The Complainant subsequently met with the Respondent and Practice staff. The Respondent then hired the Complainant to work as a chiropractor at the Practice's Bethesda and Columbia locations. Prior to accepting employment, the Complainant informed the Respondent that he was not licensed to practice as a chiropractor.²

7. The Practice memorialized the Complainant's employment through a written Independent Contractor Agreement (the "ICA"), which the Complainant and the

² The Complainant applied to the Board for chiropractic licensure on or about August 10, 2017. The Board issued the Complainant a chiropractic license on or about October 25, 2017. The Complainant is not licensed in any other state or jurisdiction.

Respondent executed on August 2, 2017. The ICA specified that the Complainant shall “provide general outpatient chiropractic and physical therapy treatment/services” for the Practice. The ICA identified the Respondent as “Owner/President” of the Practice and the Complainant as the “Chiropractor.”

8. The original text of the ICA specified that the Complainant would provide chiropractic services commencing on August 7, 2017, and concluding on November 7, 2017, at which time the terms of the ICA may be negotiated for renewal. When executing the ICA, the Complainant struck through the typed language of the ICA where it referenced the end date of the contract, November 7, 2017, and amended the ICA's termination date to when he “receives” his chiropractic license.

9. The Complainant began working at the Practice on or about August 9, 2017. Within a short period of time after the Complainant reported to work that day, the Respondent assigned the Complainant a patient to treat. The Complainant asked the Respondent whether this was permissible since he was not yet a licensed chiropractor. In response, the Respondent assured the Complainant that it was permissible for the Complainant to provide chiropractic to the patient because the Respondent was acting as the Complainant's supervisor. The Complainant went ahead and treated the patient using myofascial release technique and chiropractic manipulation. The Complainant was assigned additional patients that day and provided chiropractic treatment to them.

10. The Complainant continued working at the Practice and provided chiropractic treatment to patients there on the following dates: August 11, 14, 16, 18 (one-half day), 21, 22, 23 and 24, 2017. On those dates, the Complainant typically provided chiropractic to between about 12-to-20 patients per day. The Complainant

provided chiropractic to patients at both the Bethesda and Columbia locations. The Complainant provided chiropractic to some patients at one Practice location while the Respondent was either not at that Practice location or while the Respondent was at the other Practice location.

11. During the course of his employment at the Practice, the Complainant began to have concerns about the level of professionalism at the Practice, including the number of patients the Practice asked him to treat, the time he was given to treat them, the presence of lawyers escorting patients to the Practice, the representations on the Practice's website and the nature of the advertisements the Practice used. Because of these misgivings and additional concerns he had about providing chiropractic treatment without a license, the Complainant contacted a chiropractor about the matter. The chiropractor advised the Complainant that he was practicing chiropractic without a license and should resign from the Practice. As a result, the Complainant resigned from the Practice on or about August 24, 2017. When resigning, the Complainant explained to the Respondent and to a Practice staff person that he was doing so because he was practicing chiropractic without a license, which was a violation of the law.

12. In his complaint, the Complainant noted that the Respondent employed Individual A, whom he believed was unlicensed to practice chiropractic, to work at the Practice while the Complainant was working there.

13. The Board's investigator interviewed Individual A on or about November 2, 2017. Individual A stated that the Respondent hired him in or around July 2017 and that he began working at the Practice in or around August 2017. Individual A informed the Respondent at that time that he had a degree in chiropractic but was not yet a licensed

chiropractor.³ The Respondent advised him that it was permissible for Individual A to practice chiropractic because the Respondent was supervising him.

14. Prior to his licensure, Chiropractor A treated approximately ten patients per week at the Practice and that sometimes, the Respondent was at another office when Individual A was treating patients.

15. A Board investigator interviewed the Respondent on or about April 19, 2018. The Respondent acknowledged that he practiced chiropractic at the Practice with another chiropractor ("Chiropractor A"). The Respondent stated that in or around August 2017, Chiropractor A took a leave of absence from the Practice and left the country, which necessitated that he hire Individual A. The Respondent stated that he hired the Complainant and Individual A as independent contractors and recalled that when the Complainant resigned, the Complainant informed him that he believed that he was practicing chiropractic without a license and that doing so was against the law. The Respondent claimed that while he employed the Complainant, the Complainant did not provide chiropractic treatment to patients but merely observed him do so. The Respondent claimed that if Individual A had treated any patients, it was without his knowledge.

16. The Board obtained approximately 20 patient and billing records for chiropractic services practitioners at the Practice purportedly provided during the months of July through September 2017. The progress notes indicate that in the case of one patient, the Complainant signed his name at the end of the note as the provider; and in 52 patient visits, Individual A's name was circled at the end of the notes as the

³ Individual A completed chiropractic school in or around June 2017 and applied to the Board for a chiropractic license on or about July 28, 2017. The Board issued Individual A a chiropractic license on or about November 30, 2017.

provider.

17. The Complainant reviewed the progress note and verified that he filled it out as referenced in ¶ 16, above.

18. A Board investigator also interviewed a patient (the "Patient") of the Practice who stated that Individual A treated him with hands-on chiropractic and that no other practitioner accompanied Individual A when he treated him. The Patient acknowledged that Individual A provided chiropractic to him on approximately ten visits between August 11, 2017 and September 27, 2017.

19. The Respondent's actions, as described above, constitute a violation of the following provisions of the Act under Health Occ. § 3-313: (2), Fraudulently or deceptively uses a license; (8), Is unethical in the conduct of the practice of chiropractic; (12), Makes or files a false report or record in the practice of chiropractic; (18), Practices chiropractic with an unauthorized person or supervises or aids an unauthorized person in the practice of chiropractic; (19), Violates any rule or regulation adopted by the Board, *i.e.*, COMAR 10.43.13.03; (20), Behaves immorally in the practice of chiropractic; (21), Commits an act of unprofessional conduct in the practice of chiropractic; and (28), Violates any provision of this title.

20. The Respondent's actions, as described above, constitute a violation of COMAR 10.43.13.03.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the Board finds as a matter of law that the Respondent violated the following provisions of the Act under Health Occ. § 3-313: (2), Fraudulently or deceptively uses a license; (8), Is unethical in the conduct of the

practice of chiropractic; (12), Makes or files a false report or record in the practice of chiropractic; (18), Practices chiropractic with an unauthorized person or supervises or aids an unauthorized person in the practice of chiropractic; (19), Violates any rule or regulation adopted by the Board, *i.e.*, COMAR 10.43.13.03; (20), Behaves immorally in the practice of chiropractic; (21), Commits an act of unprofessional conduct in the practice of chiropractic; and (28), Violates any provision of this title. Based on the foregoing Findings of Fact, the Board concludes as a matter of law that the Respondent violated COMAR 10.43.13.03.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is, by a majority of the Board considering this case:

ORDERED that the Respondent is **REPRIMANDED**; and it is further

ORDERED that the Respondent is placed on **PROBATION** for a minimum period of **ONE (1) YEAR**. During the probationary period, the Respondent shall comply with all of the following probationary terms and conditions:

1. Within thirty (30) days, the Respondent shall submit a written Action Plan to the Board, in which he shall set forth written policies and procedures that he will implement at the Practice, which are designed to ensure that: all Practice employees maintain current licenses to provide chiropractic services commensurate with their duties at the Practice; and the Practice will not permit any employee or other individual who is affiliated with the Practice to provide chiropractic services without appropriate State licensure. The Board reserves the right to reject the Action Plan the

Respondent submits if it determines that it does not sufficiently protect the public and further reserves the right to order that he submit an alternative Action Plan that addresses its concerns.

2. Within six (6) months, the Respondent shall pay a civil fine in the amount of three thousand five hundred (\$3500.00) dollars, by certified check or money order, payable to the Maryland State Board of Chiropractic Examiners.
3. Within six (6) months, the Respondent shall successfully take and pass the Maryland State Board of Chiropractic Examiners' Jurisprudence Examination.

AND IT IS FURTHER ORDERED that, after the conclusion of the **ONE (1) YEAR** probationary period, the Respondent may submit a written petition to the Board requesting termination of probation. After consideration of the petition, the probation may be terminated through an order of the Board. The Respondent may be required to appear before the Board or a committee of the Board to discuss her petition for termination. The Board will grant the petition to terminate the probation if the Respondent has complied with all of the probationary terms and conditions and there are no pending complaints of similar violations; and it is further

ORDERED that if the Board determines, after notice and an opportunity for an evidentiary hearing before the Board if there is a genuine dispute as to a material fact or a show cause hearing before the Board if there is no genuine dispute as to a material fact, that the Respondent has failed to comply with any terms or condition of probation or this Consent Order, the Board may reprimand the Respondent, place the


Respondent on probation with appropriate terms and conditions, impose a civil monetary fine upon the Respondent, or suspend or revoke the Respondent's license to practice chiropractic in Maryland; and it is further

ORDERED that the Respondent is responsible for all costs incurred in fulfilling the terms and conditions of this Consent Order; and it is further

ORDERED that, unless stated otherwise in this Order, any time period prescribed in this Order begins when the Consent Order goes into effect. The Consent Order goes into effect upon the signature of the Board Executive Director; and is further

ORDERED that this Consent Order is a **PUBLIC DOCUMENT** pursuant to Md. Code Ann., Gen. Provisions §§ 4-101 *et seq.* (2014).

2-14-19
Date



Laurie Sheffield-James, Executive Director
Maryland State Board of Chiropractic
Examiners

CONSENT

I, Sangwon Jung, D.C., acknowledge that I am represented by counsel and have consulted with counsel before entering into this Consent Order. By this Consent and for the purpose of resolving the issues raised by the Board, I agree and accept to be bound by the foregoing Consent Order and its conditions. I acknowledge the violations as set forth above and accept personal responsibility for my behavior.

I acknowledge the validity of this Consent Order as if entered into after the conclusion of a formal evidentiary hearing in which I would have had the right to counsel, to confront witnesses, to give testimony, to call witnesses on my own behalf, and to all other substantive and procedural protections provided by the law. I agree to

forego my opportunity to challenge these allegations. I acknowledge the legal authority and jurisdiction of the Board to initiate these proceedings and to issue and enforce this Consent Order. I affirm that I am waiving my right to appeal any adverse ruling of the Board that might have followed after any such hearing.

I sign this Consent Order, voluntarily and without reservation, after having an opportunity to consult with counsel, and I fully understand and comprehend the language, meaning and terms of this Consent Order.

2/14/19
Date

Sangwon Jung D.C.
Sangwon Jung, D.C.
Respondent

Read and approved:

[Signature]
Robinson S. Rowe, Esquire
Counsel for Dr. Jung

NOTARY

STATE OF Maryland

CITY/COUNTY OF Anne Arundel

I HEREBY CERTIFY that on this 14 day of Feb, 2019, before me, a Notary Public of the foregoing State and City/County personally appear Sangwon Jung, D.C., and made oath in due form of law that signing the foregoing Consent Order was his voluntary act and deed.

AS WITNESSETH my hand and notary seal.

[Signature]
Notary Public

My commission expires: 2/11/2023

